HON'BLE SRI JUSTICE R.SUBHASH REDDY

WRIT PETITION NO : 18124 OF 2002

Dated 3RD October, 2007

Between

Sri Lakshmi Kanaka Durga Rice Mill,
Chintalapudi village, W.G.District,
Rep. By its Proprietor Sri B.Sri Venkata Prasada Gupta

…Petitioner

and

Eastern Power Distribution Company of AP Limited,
Rep. By Additional Asst. Engineer,Chintalapudi, WG Dist and anr

…Respondents.

THE HON'BLE MR JUSTICE R.SUBHASH REDDY

WRIT PETITION NO : 18124 of 2002

ORDER:

In this Writ Petition, the petitioner, a rice mill, has questioned the demand notice dated 23-8-2002 in letter No.AAO/ErO/R/Elr/JAOIII/BSNS/Dno.1641/02, issued by the second respondent.

The petitioner is the consumer of electricity vide service connection No. 2485, under the Category-III with the contracted load of 20 HP. During the inspection made on 8-9-2000, it was found that the meter provided to the petitioner-rice mill was struck. However, the defective meter was not removed immediately, and, it was also not

replaced with new meter. It is stated that the old meter was replaced with new meter only on 26-11-2001. As such, for the period of 15 months 16 days, power supply was given to the petitioner without fixing any meter and for the said period, the petitioner was billed for 1077 units per month by taking average units of consumption of the petitioner for the three months preceding 8-9-2000. It is stated that the petitioner had paid the said bill.

However, impugned notice is issued demanding a further amount of Rs.33,062.70Ps by taking into account the readings recorded by the new meter after its installation on 26-11-2001. It is the case of the respondents that after installation of new meter, it was observed that it had recorded 3789 units within two months 11 days, and, the same was worked out to 1600 units per month and therefore, the short-fall in the units was calculated from 8-9-2000 to 26-11-2001 and demand notice is issued for the same.

With regard to the procedure for billing, there are specific provisions in the terms and conditions of supply, framed under the Electricity (Supply) Act, 1948. As per Condition No. 22.3.3.1 of terms and condition of Supply, the quantity of electricity supplied during the period in which the meter ceased to function or became defective shall be determined by taking average of the electricity supplied during three months preceding the month in which the said meter ceased to function or became defective. In this case, it is not in dispute that by taking the average consumption for the three months preceding 8-9-2000, bill was raised assessing at 1077 units per month and it is also not in dispute that said bill was already paid. In that view of the matter, there is no power at all to revise the bills on the ground that after installation of the new meter, by taking average units, bill was issued

for the short fall in the units. There is no power conferred on the respondents under the terms and conditions of supply to revise the bills, as much as consumption of units was assessed for the period during which the meter was found defective, as per the terms and conditions of supply, and the petitioner-consumer had already paid the said bill. In that view of the matter, the impugned demand notice dated 23-8-2002, issued by the second respondent is contrary to the terms and conditions of supply framed under the Electricity (Supply) Act, 1948.

For the foregoing reasons, the impugned demand notice dated 23-8-2002 in letter No.AAO/ErO/R/Elr/JAOIII/BSNS/Dno.1641/02, issued by the second respondent is hereby quashed.

The Writ Petition is allowed. No order as to costs.

JUSTICE R. SUBHASH REDDY

DATE: 3-10-2007.
Msnr.